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Read 31 Jan. 1755 in Lords*


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212. R. 5  
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*Enacted 28 Geo. II Private Act, c. 5.*



*An ACT for Vesting a Copyhold Messuage and Tenement in the County of Middlesex, with the Appurtenances, devised by the Will of Mary late Duchess of Northumberland, in Trustees, to enable them to Sell and Convey the same to the Lady Jane Coke, pursuant to an Agreement for that Purpose; and for laying out the Money arising by such Sale in the Purchase of another Estate, to be settled to the Uses appointed by the said Will.*

 *Whereas the most Noble Mary late Duchess of Northumberland made her last Will and Testament, in Writing, bearing Date the First Day of March One thousand Seven hundred and Thirty-seven; and (after taking Notice therein, that she had purchased, in the Name of her Brother Mark Dutton Esquire, a Messuage, with the Outhouses, Gardens, and Lands thereto adjoining and belonging, held of the Manor of Kempton, otherwise Coll-Kempton, in the County of Middlesex) she thereby gave and devised the said Messuage and Premises, and all other her real and personal Estate whatsoever, not thereby otherwise devised or disposed of, unto the said Mark Dutton, John Merric Cole, Esquires, and Francis Goode, Gentleman, all since deceased, their Heirs, Executors, and Administrators, in Trust (after deducting the Charges and Expences of the said Trust), to raise, pay, and apply, the yearly*  
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Sum of Three hundred Pounds, for the Benefit of her Niece *Grace Parsons*, now *Grace Lambard*, Wife of *Thomas Lambard*, of *Sevenoak*, in the County of *Kent*, Esquire, during the Time therein mentioned, and which is since elapsed; and she directed, that all the Residue of the Rents, Profits, and Produce, of her said real and personal Estate, not thereby otherwise devised or disposed of (after Payment of such Charges and Expences, as aforesaid, and the said Three hundred Pounds a Year), should be, from time to time, laid out in the Purchase of some real Estate, or be otherwise improved to the best Advantage, till the said *Grace Parsons*, now *Grace Lambard*, should be married, with such Consent as therein is mentioned; and that, upon such her Marriage, the said Trustees should surrender, convey, and assign, all the Estate thereby devised to them, for that Purpose; and all such Estate as should, at any time, be purchased by them, in pursuance of the Directions of her Will; and all such Money as they should then have in their Hands, arising therefrom; unto Trustees, to be appointed for that Purpose; in strict Settlement, and with a Limitation and Remainder therein contained, that all and every the said Estates, so by them to be surrendered, conveyed, and assigned, should, from and after the Decease of the said *Grace Parsons*, now *Grace Lambard*, and of such Husband as she should so marry (in case she should happen to die without Issue), go to, and be equally divided amongst, the Two youngest Daughters of the Right Honourable the Earl of *Litchfield*, the Lady *Diana Beauclerk*, and Miss *Beauclerk*, the eldest Daughter of the late Lord *William Beauclerk*, and the only Daughter of Lady *Betty Young*, by Colonel *Lee* her late Husband, and to their Heirs, Executors, and Administrators, as Tenants in common, and not as Joint-tenants; and she appointed the said *Mark Dutton*, *John Merric Cole*, and *Francis Goode*, Executors of her said Will:

And whereas the Lady *Harriot Lee*, One of the youngest Daughters of the said Earl of *Litchfield*, who married *John Lord Bellew*, of the Kingdom of *Ireland*, and *Caroline Lee*, the Daughter of the said Lady *Betty Young*, by Colonel *Lee*, who married *William Haviland*, Esquire, are both dead, intestate, and without Issue, and thereby the Reversion and Inheritance of the said Messuage, Lands, and Premises, held of the said Manor of *Kempton*, as aforesaid, expectant on the Death of the said *Thomas Lambard* and *Grace* his Wife, and Failure of Issue of her Body, is vested in, or doth belong unto, the Right Honourable *George Henry*, now Earl of *Litchfield*, as Heir to his said Sister, Lord *Bellew's* Lady; *Anne Lee*, now Lady *Clifford*, of *Chudleigh*,



*Cbudleigh*, the other youngest Daughter of the said late Earl of *Litchfield*; the said Lady *Diana Beauclerk*; the said Miss *Beauclerk*, now *Charlotte Drummond*, Wife of *John Drummond*, Esquire; and *Anne Elizabeth Lee*, Spinster, Aunt and Heir to the said *Caroline Haviland*; in equal Parts and Shares, as Tenants in common :

**And whereas** the Right Honourable Lady *Jane Coke* hath proposed to the said *Thomas Lambard* to become the Purchaser of the said Messuage, Gardens, and Premises, and the Goods and Furniture in and about the same (in case an Act of Parliament can be obtained for that Purpose), to her and her Heirs, freed and discharged of all Incumbrances; and, by a Writing under the Hands of the said Lady *Jane Coke* and the said *Thomas Lambard*, bearing Date the Ninth Day of *October* One thousand Seven hundred and Fifty-four, the said *Thomas Lambard* did promise and agree, that he would consent, and use his Endeavours to procure all other proper Parties to consent, to the passing an Act, in this present Session of Parliament, for vesting the said Messuage, Gardens, Lands, and other the Copyhold Premises, with their and every of their Appurtenances, in One or more Trustee or Trustees, and his and their Heirs, discharged of all the Uses, Limitations, Trusts, Powers, and Declarations, limited, created, provided, and declared, of and concerning the said Premises in and by the Will of the said late Duchess of *Northumberland*, in Trust, to surrender and assure the same Premises, to the Use of the said Lady *Jane Coke*, and her Heirs, upon her paying the Sum of One thousand Two hundred Pounds for the Purchase of the Premises :

**And whereas** the Site of the said Messuage, Gardens, and other the said Copyhold Tenement so contracted for, contains and consists only of Four Acres and One Rood; and as the keeping the said Messuage and Gardens in good and tenantable Order and Repair, requires a constant and considerable Expence; and as the said Premises cannot improve, but will daily diminish in Value; the said *Thomas Lambard*, and his said Wife, are satisfied that the said Contract, made and entered into, would, if carried into Execution, be very advantageous to all the Persons intitled under the aforesaid Will; and are therefore willing and desirous that the same should proceed, and be completed, and that the said whole Sum of One thousand Two hundred Pounds, the Purchase-money, should be laid out in a Freehold Estate more suitable, and adapted to the Settlement directed to be made by the same Will :

**But**



But as, under the present Circumstances of the Case herein before-stated and set forth, such Sale of the Premises cannot be effected, for the Purposes aforesaid, without the Assistance and Authority of Parliament;

Therefore, your MAJESTY's most dutiful and loyal Subjects, the said *Thomas Lambard*, and *Grace* his Wife, for themselves, and on the behalf of *Grace Lambard*, *Mary Lambard*, *Anne Lambard*, and *Jane Lambard*, their Four Infant Daughters;

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That the said Copyhold, Messuage, Gardens, Lands, Hereditaments, and Premises, held of the said Manor of *Kempton*, otherwise *Coll Kempton*, aforesaid, which, in and by the Will of the said Duchess of *Northumberland*, herein before recited, were given and devised to the said *Mark Dutton*, *John Merric Cole* and *Francis Goode*, and their Heirs, as aforesaid, upon the Trusts, and for the Purposes therein mentioned; and all the Goods, Furniture, and other Things, late of the said Duchess of *Northumberland*, in and about the same; and all and every the Lands, Tenements, Goods, Furniture, Effects, real and personal Estate, and Premises, which in and by the said Agreement, in Writing, of the Ninth Day of *October*, One thousand Seven hundred and Fifty-four, were mentioned to be contracted for, or proposed to be purchased by, the said Lady *Jane Coke*, as aforesaid, with their and every of their Appurtenances; and the Reversion and Reversions, Remainder and Remainders, of the same Premises, shall, from and after the Twenty-fifth Day of *March*, One thousand Seven hundred and Fifty-five, be vested in, and settled upon, the Right Honourable *Vere Lord Vere*, and *Sir Edward Dering* of *Surrenden*, in the said County of *Kent*, Baronet, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exonerated, exempted, and discharged of, from, and against, all the Uses, Estates, Trusts, Powers, Provisoos, Limitations, and Devises, in and by the Will of the said *Mary*, late Duchess of *Northumberland*, herein before recited, limited, created, expressed, and declared, or directed to be limited, created, expressed, and declared, of and concerning the same Premises respectively.

And



**And it is hereby Enacted and Declared,** That the said *Vere Lord Vere*, and *Sir Edward Dering*, and the Survivor of them, and the Heirs of such Survivor, shall stand, and be seised and possessed of the Premises hereby vested in them, upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after-mentioned, expressed, and declared (that is to say) upon Trust, that, upon Payment by the said Lady *Jane Coke*, her Heirs, or Assigns, unto the said *Vere Lord Vere*, and *Sir Edward Dering*, or the Survivor of them, or the Heirs of such Survivor, of the said Sum of One thousand Two hundred Pounds, so agreed to be paid for the Purchase of the Premises so contracted, to be sold and surrendered, conveyed and assured, to her, as aforesaid, they the said *Vere Lord Vere*, and *Sir Edward Dering*, and the Survivor of them, and the Heirs of such Survivor, shall and do well and effectually grant, bargain, sell, convey, surrender, assure, and deliver, or cause and procure to be granted, bargained, sold, conveyed, surrendered, assured, and delivered, the said Copyhold Messuage, Buildings, Gardens, Lands, Hereditaments, Goods, Furniture, Utensils, Effects, and Premises, hereby vested in them the said *Vere Lord Vere*, and *Sir Edward Dering*, as aforesaid, with their and every of their Appurtenances, unto, and to the Use of, the said Lady *Jane Coke*, her Heirs, and Assigns, or to and for the Use of such Person and Persons, and for such Estate and Estates, as she or they shall, in that behalf, nominate, direct, or appoint; and also upon Trust, that in the mean time, and until such Surrender, Conveyance, and Assurance, shall be made, in Pursuance of this Act, they the said *Vere Lord Vere*, and *Sir Edward Dering*, and the said Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Rents and Profits of the said Copyhold Premises, and also the Furniture, Goods, Utensils, and Things hereby respectively vested in them, as aforesaid, to be had, received, taken, held, used, and enjoyed, by such Person or Persons who were intitled to, and ought to receive, hold, use, and enjoy the same respectively, before the passing this Act, or in case the same had not been made.

**And it is hereby Enacted and Declared,** That they the said *Vere Lord Vere*, and *Sir Edward Dering*, and the Survivor of them, and the Heirs of such Survivor, shall and do lay out and apply the said Sum of One thousand Two hundred Pounds, so to be paid by the said Lady *Jane Coke*, for the Purchase of the Premises, agreed to be sold and surrendered, and conveyed, to her as aforesaid, in the Purchase of Lands, Tenements, and Hereditaments, in Fee-simple, in Possession, and shall and do settle, convey, and assure,  
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the Lands, Tenements, and Hereditaments, so to be purchased to, for, upon, and subject to, such and so many of the Uses, Estates, Trusts, Powers, Provisions, and Limitations, in and by the said recited Will of the said *Mary*, late Duchess of *Northumberland*, limited, expressed, and declared, of and concerning the said Copyhold Premises, hereby vested as aforesaid, as shall be then existing, undetermined, or capable of taking Effect.

**And it is hereby further Enacted and Declared,** That in the mean time, after the Sale and Conveyance of the Premises hereby vested, in Trust, to be sold as aforesaid, and until the said Sum of One thousand Two hundred Pounds, to be paid for the Purchase of the same Premises, shall be laid out in the Purchase of other Lands, Tenements, and Hereditaments, pursuant to this Act, it shall and may be lawful to and for the said *Vere Lord Vere*, and Sir *Edward Dering*, and the Survivor of them, and the Heirs of such Survivor, by and with the Consent and Approbation of the said *Thomas Lambard*, and *Grace* his Wife, or the Survivor of them, to place out the said Sum of One thousand Two hundred Pounds, upon the Publick Funds, or on Government or real Securities, at Interest; and also, from time to time, with such Consent and Approbation as aforesaid, to call in the principal Money so to be placed out, and place out the same again at Interest, on new, or other Securities of the like Nature; and that the Interest, Dividends, and Proceed, arising and to be produced from such Securities, shall go, and be paid, to such Person and Persons as would be intitled to, and ought to receive, the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

**And it is hereby further Enacted and Declared,** That the Receipt and Receipts of the said *Vere Lord Vere*, and Sir *Edward Dering*, or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand, shall, from time to time, be a good and effectual Discharge to the said Lady *Jane Coke*, her Heirs and Assigns, for so much of the said Purchase-money, for which such Receipt or Receipts shall be given; and that, after such Receipt or Receipts, she and they respectively shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

**And be it further Enacted and Declared,** That the said *Vere Lord Vere*, and Sir *Edward Dering*, shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them,  
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be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he or they shall respectively actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also that they the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Estate and Effects vested, and to be vested, in them, by virtue and in pursuance of this Act, retain to, and reimburse themselves all Costs, Charges, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

**Saving always** to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Thomas Lambard*, and *Grace Lambard* his Wife, and the Sons and Daughters of the said *Grace Lambard*, and their respective Issues; and the said *George Henry*, Earl of *Litchfield*, *Hugh Lord Clifford*, *Anne Lady Clifford*, *Lady Diana Beauclerk*, *John Drummond* and *Charlotte* his Wife, and *Anne Elizabeth Lee*, and their respective Heirs, Executors, and Administrators; and all and every other Person and Persons claiming, or to claim, any Use, Trust, Estate, or Interest, either in Law or Equity, of, in, to, or out of, the Premises, vested and settled, or mentioned or intended to be vested and settled by this Act, by virtue of, or under, the said recited Will of the said Duchess of *Northumberland*); all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand, whatsoever, of, in, to, or out of, the Messuage, Buildings, Gardens, Lands, Hereditaments, Goods, Furniture, Utensils, and Premises, vested by this Act, as they, every, or any of them, had before the passing of the same, or could or might have had and enjoyed, in case this Act had not been made.



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